



BUSU



STUDENT RIGHTS 1F90

YOUR RIGHTS AS A STUDENT

BROCK UNIVERSITY STUDENTS' UNION



TABLE OF CONTENTS

- OVERVIEW OF YOUR RIGHTS2**
- YOUR RIGHTS AS AN EMPLOYEE 4**
 - Wages & Tips5
 - Payment of Wages5
 - Hours of Work5
 - Breaks / Rest Periods5
 - Training Time6
 - Working Conditions6
 - Sick Leave6
 - Termination6
 - Termination Pay7
 - Wrongful Dismissal7
 - Constructive Dismissal7
 - Equal Pay for Equal Work8
 - Retail Workers Public Holidays8
 - Filing a Claim8
- YOUR RIGHTS AS A TENANT10**
 - Finding a Unit11
 - The Lease11
 - Paying Rent11
 - Unlawful Deposits11
 - Landlords Cannot Ban Guests & Pets12
 - When Your Landlord Can Enter Your Unit12
 - Who is Responsible for Maintenance and Repairs?12
 - Vital Services12
 - Resolving Disputes with your Landlord12
- YOUR RIGHTS ON CAMPUS 14**
 - Freedom of Expression Policy15
 - Limits to Freedom of Expression15
 - Student Code of Conduct15
 - Sexual Assault and Harassment16
 - References18
- RESOURCES ON CAMPUS..... 19**



OVERVIEW OF YOUR RIGHTS

As a Brock Badger you're taking your first steps towards a successful life, with many learning opportunities in and out of the classroom. As a student there are decisions that you will face like finding a new place to live or getting a part-time job while in school. With either situation, it could be your first time signing a contract and you may have lots of questions but not a lot of time to find the answers! What Students Rights 1F90 will help prepare you with is an understanding of your rights when taking on a new job or signing a lease for the first time.

As members of the Brock University Students' Union (BUSU), you have an advocacy team working to ensure you receive fair and equal treatment while attending Brock and we have done the research for you.

In this guide, you will learn about your rights as an employee, as a tenant and as a Brock student. There is information from the Employment Standards Act, 2010, the Ontario Human Rights Code, Employment Protection for Foreign Nationals Act, 2009 and the Residential Tenancies Act, 2006 - all of which is available on the Government of Ontario's website (visit Ontario.ca or see the 'References' page at the back of the guide). Information from the Brock University Code of Conduct is also here that defines your rights as students on and off-campus.

Employers and landlords also have rights that you should also be aware of and show respect for to maintain a positive relationship.

Keep this guide on hand when it comes time to make those big decisions. Just like in class, it never hurts to ask questions. There are many on-campus resources available for you to help when faced with an issue (see the 'Resources' page).

Your time at Brock is going to be an experience like no other and we want to make sure it's a positive one.



LOOKING FOR A JOB ON CAMPUS?

CHECK OUT [BROCKBUSU.CA/JOBS](https://brockbusu.ca/jobs)

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YOUR RIGHTS AS AN EMPLOYEE

The *Employment Standards Act, 2000 (ESA)* provides the minimum standards for most employees working in Ontario. It sets out the rights and responsibilities of employees and employers in most Ontario workplaces.

Students participating in a University or College approved work program are not protected under the Employment Standards Act. You are entitled to the rights outlined in your employment contract.

Your Employer cannot suspend, reduce your pay, punish you, or threaten you with termination because you ask a question about or insist your employment rights be respected.

WAGES & TIPS

Minimum wage in Ontario is \$14 per hour, while food & beverage jobs (such as restaurant servers or bartenders) earn \$12.20 per hour. As of June 10, 2016, an employer generally cannot withhold, make deductions from, or make an employee return their tips and other gratuities except as permitted by the ESA. An employer is also prohibited from making deductions from their employees' tips and other gratuities for such things as spillage, breakage, losses or damage. Some businesses may ask you to "tip out" for kitchen, bussing and custodial staff, which is not the same for each business. Discuss this with your manager or supervisor prior to taking on a food & beverage service role.

PAYMENT OF WAGES

Employers must establish a regular pay period and a regular pay day for employees.

An employer has to pay all the wages earned in each pay period, other than vacation pay that is accruing, no later than the employee's regular pay day for the period.

If an employee's employment ends, the employer must pay their outstanding wages, including vacation pay no later than seven days after the employment ends, or on what would ordinarily have been the employee's next regular pay day.

HOURS OF WORK

The maximum number of hours most employees can be required to work in a day is 8 hours, or the number of hours in an established regular workday.

Even if you work less than 3 hours, your employer must pay you for at least 3 hours at minimum wage.

44 hours is the maximum number of hours you can be required to work, unless there is an agreement between the employer and employee.

After 44 hours of work, for every hour you work you must be paid at least one and a half times your regular rate.

Some positions not eligible for overtime include:

- Swimming pool installers and pool maintenance workers
- Landscape gardeners
- Growing, transporting and laying sod
- A person employed as a student to instruct or supervise children
- A person employed as a student at a summer camp

BREAKS / REST PERIODS

You are entitled to one 30-minute eating period after no more than 5 hours of work, which you can agree with your employer to split into two 15-minute breaks. However, breaks are unpaid.

Employees must receive 8 hours off between each shift but this rule does not apply if the total time worked on both shifts is less than 13 hours.

TRAINING TIME

Time spent by an employee in training that is required by the employer, or by law, is counted as work time, and is therefore paid. For example, where the training is required because the employee is a new employee or where it is required as a condition of continued employment in a position, the training time is considered to be work time.

Any training taken on in hopes of a promotion on one's own time, not a requirement of ongoing employment, is not protected under the ESA.

WORKING CONDITIONS

The Occupational Health and Safety Act lays out the duties and responsibilities of employers, supervisors, workers, constructors, and workplace owners. Employees have the right to refuse work, duties or assignments they believe are unsafe. Employers must supply the appropriate equipment to help ensure the safety of their employees in tasks that require it. Refer to the Occupational Health and Safety Act for a detailed explanation on the protections in place.

SICK LEAVE

Most employees have the right to take up to three days of unpaid job-protected leave each calendar year due to a personal illness, injury or medical emergency. Employees are entitled to up to three sick leave days per year once they have worked for an employer for at least two consecutive weeks.

If an employee has to begin the leave before notifying the employer, the employee must inform the employer as soon as possible after starting it. Notice does not have to be given in writing. The employee will not lose their leave if they are unable to provide notice on time.

An employer may require an employee to provide a medical note from a health practitioner such as a doctor, nurse practitioner or psychologist when the employee is taking the leave because of personal illness, injury or medical emergency if it is "reasonable in the circumstances".

However, the employer can ask only for the following information:

- The duration or expected duration of the absence
- The date the employee was seen by a healthcare professional
- Whether the patient was examined in person by the health care professional issuing the note

TERMINATION

There are two types of termination:

- With Just Cause
- Without Just Cause

Just Cause Termination

Examples of lawful termination include termination for:

- Wilful misconduct
- Disobedience

- Wilful neglect of duty that is not trivial and has not been condoned by the employer
If you are terminated with Just Cause, you are not entitled to pay or notice.

Without Cause Termination

In most cases, when an employer ends your employment and you have been continuously employed for three months, the employer must provide you with either written notice of termination, termination pay, or a combination.

The rules under the ESA about termination and severance of employment are minimum requirements. Some employees may have rights under the common law that are greater than the rights to notice of termination and severance pay under the ESA. The amount of notice of termination or pay in lieu of notice is dependent upon length of service. The ESA provides minimum notice requirements based on length of service.

During the statutory notice period, an employer cannot reduce your wages or alter any term or condition of your employment. An employer does not need to provide you with a reason for your termination.

Examples of lawful termination include termination for:

- Wilful misconduct
- Disobedience
- Wilful neglect of duty that is not trivial and has not been condoned by the employer,
These individuals will not be entitled to termination pay or notice.

TERMINATION PAY

An employee who does not receive the written notice required under the ESA must be given termination pay in lieu of notice.

Termination pay is a lump sum payment equal to the regular wages for a regular work week that an employee would otherwise have been entitled to during the written notice period.

An employee earns vacation pay on their termination pay.

WRONGFUL DISMISSAL

An employer cannot end someone's employment, or penalize them in any other way, if any part of the reason for the termination of employment is based on the employee asking questions about the ESA or exercising a right under the ESA.

You have the right to sue for wrongful dismissal based on common law, but you cannot file for termination/ severance pay if you are planning on taking legal action.

CONSTRUCTIVE DISMISSAL

Constructive Dismissal is when an employer creates situations that force the employee to terminate their employment.

This may occur when an employer makes a significant change to a fundamental term or condition of your employment without your actual or implied consent.

Constructive dismissal may also include situations where an employer harasses or abuses an employee, or an employer gives an employee an ultimatum to "quit or be fired" and the employee resigns in response.

EQUAL PAY FOR EQUAL WORK

Under the Employment Standards Act, 2000 (ESA), subject to certain exceptions, an employer cannot pay one employee at a rate of pay less than another employee on the basis of sex when they perform substantially the same kind of work in the same establishment, their work requires substantially the same skill, effort and responsibility and their work is performed under similar working conditions.

There are exceptions to this rule. Even if employees of different sexes are doing equal work, they can be paid different rates of pay if the difference:

- a seniority system,
 - a merit system,
 - a system that measures earnings by production quantity or quality.
- Employees who perform equal work can also be paid different rates of pay if the difference is based on any other factor other than sex.

PUBLIC HOLIDAYS

There are nine public holidays in Ontario. Most employees have the right to refuse to work on a public holiday even if the employee does not qualify for the public holiday.

Where the public holiday falls on a day that would ordinarily be a working day, most employees qualify for the public holiday off work with public holiday pay. Certain industries may require you to work on a public holiday (e.g. retail workers)

Where the public holiday falls on a day that would not ordinarily be a working day, or the employee is on vacation, most employees qualify for a substitute day off with public holiday pay.

FURTHER INQUIRIES

Employees can phone the Ministry of Labour for assistance in identifying and defining issues under the ESA, as well as the Employment Protection for Foreign Nationals Act, 2009 (for international students)

- (416) 326-7160,
- toll free in Ontario at 1-800-531-5551,
- TTY (for hearing impaired) 1-866-567-8893.



STUDENT HOUSING expo

COMING JANUARY 2020

FIND YOUR PLACE TO CALL HOME!

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YOUR RIGHTS AS A TENANT

Students renting while attending university is a tradition. Before finding your dream rental on your own or with your friends, be sure to understand your rights as a tenant. Renting in Ontario is covered under the *Residential Tenancies Act, 2006 (RTA)*. The act covers landlords and tenants, outlining their rights and responsibilities and how to deal with issues like eviction and repairs.

FINDING A UNIT

Always make sure you view the unit, or have a trusted family member or friend view the unit, prior to signing a lease. Once you sign a lease you are locked into that lease. Your Landlord can ask you for your first and last name and references, but cannot request your SIN number, passport, health card, or any other personal information.

THE LEASE

The lease is an agreement between you and your landlord (the owner and maintainer of the property you are leasing). Landlords must provide you with a written lease that is easy to understand using the Ontario Government's Standard Lease Template. The lease must include:

- Rent amount and when its due,
- What is included in the rent (e.g. parking, air conditioning),
- Rules or terms about the rental unit or building (e.g. no smoking).

The Standard Lease Template includes information on your landlord's responsibilities. If you do not receive a written lease, ask your landlord in writing for a copy and they must provide you with one within 21 days. If they do not provide one, you can withhold one month of rent.

If your landlord does not provide you with a written lease within 21 days of receiving your written notice, you may provide your landlord with a 60 day notice to terminate your lease. If your Landlord provides you with a lease with terms you do not agree with, you may give your Landlord 60 days notice to terminate your lease.

PAYING RENT

As a tenant, your most important obligation is to pay your rent on time. When signing your lease with your landlord, he or she will indicate the preferred method of payment (whether by cheque, direct debit withdrawals or money orders). While your landlord cannot request post-dated cheques or automatic withdrawals, these are the two most common methods of paying rent. Whichever method you agree to with your landlord, the full rent amount must be ready for payment on the date indicated in your lease agreement. You are entitled to a rent receipt for every payment you make.

UNLAWFUL DEPOSITS

A deposit can only be charged for the last months/weeks rent. Deposits can only be used for the last payment and cannot be made for cleaning or repairs to the property. Your landlord may also ask you for a deposit for keys or an access card, but they cannot be more than the cost of replacing the keys if they are lost.

LANDLORDS CANNOT BAN GUESTS & PETS

Your landlord cannot prevent you from having guests over, including guests that stay multiple days. Your landlord also cannot prevent you from having a pet, unless your pet causes damage to the unit, causes a serious allergic reaction, interferes with another residents enjoyment of the property, or acts aggressively towards others.

WHEN YOUR LANDLORD CAN ENTER YOUR UNIT

Your landlord must give you written notice 24 hours in advance of entering, and may only enter between the hours of 8 a.m. and 8 p.m. They can enter the unit to make repairs or show it to someone who may be purchasing or renting the unit in the future. Your landlord can enter your unit without notice if there is an emergency, you let them in, or the rental agreement states the landlord will be entering to clean or perform some other reasonable activity in the unit.

WHO IS RESPONSIBLE FOR MAINTENANCE AND REPAIRS?

As a tenant, you are responsible for the "ordinary cleanliness" of your premises (like taking out the garbage and recycling, dusting and cleaning your dishes) and for any damages you cause (either deliberately or through negligence by you or a guest). Remember - damage to the rented premises may be grounds for eviction.

Your Landlord is responsible for maintaining a residential complex that is in a good state of repair and fit for habitation, as well as complying with health, safety, housing and maintenance standards. Unless arrangements are made and stated in the lease, your Landlord is also responsible for snow-shoveling and grass cutting.

VITAL SERVICES

Your Landlord cannot disrupt your supply of vital services, which includes heat, hydro, natural gas, and hot/cold water.

RESOLVING DISPUTES WITH YOUR LANDLORD

The Landlord and Tenant Board is the tribunal that settles disputes between renters and landlords. It is similar to a court, but less formal. You can bring issues with your landlord to the board and they will help resolve the issue or ensure your landlord is doing what the law requires them to do.



YOUR RIGHTS ON CAMPUS

As students you have rights that are protected under policies established by Brock University, as well as under the Ontario Ministry of Education. BUSU's works hard to ensure that you are provided with an environment that allows freedom of expression and the right to education. Your safety is also important to us. Read through this section to understand your rights on campus and who to contact should you have questions.

FREEDOM OF EXPRESSION POLICY

The Policy applies to the exercise of freedom of expression, which is the fundamental freedom to express thoughts, ideas, opinions, or beliefs, subject to reasonable limits within the law and as necessary for the proper operation of the University. The policy applies to all staff, faculty members, volunteers, and students at Brock University, as well as to members of the general public.

LIMITS TO FREEDOM OF EXPRESSION

Freedom of expression does not include any illegal or unlawful speech (such as criminal hate speech, threats, or harassment, defamation, etc.) or any illegal or unlawful acts, or the threats of these acts, or any acts that unreasonably or unduly interfere in the proper operations of the university. Such acts are prohibited. The university shall require all Student governments, groups, and organizations to comply with this policy.

All complaints with respect to harassment or discrimination, may be directed to Human Rights and Equity under the Respectful Work and Learning Environment Policy.

Read more about it at brocku.ca/free-speech/

STUDENT CODE OF CONDUCT

The Student Code of Conduct applies to all Brock students as a guideline for appropriate behaviour while on and off campus. What's below is taken directly from the Code of Conduct, which is available under the "Student Affairs" section of brocku.ca/student-life/

3.1 Conduct covered by this Code

This Code applies to the conduct of Students while:

3.1.1 on University Premises;

3.1.2 off University Premises when:

3.1.2.1 they are acting as a delegate or designated representative of Brock University or as a member of a Student Organization;

3.1.2.2 they are participating in a University event, program or activity (including, but not limited to, exchange programs, co-op, career and experiential education activities); and/or

3.1.2.3 the Student's conduct may adversely affect, disrupt or interfere with another person's reasonable participation in University programs and activities or the University's work and learning environment, which may include online conduct.

4.1 All Students have the right to:

4.1.1 the rights and freedoms as recognized by municipal, provincial and federal laws;

4.1.2 reasonable accommodations that respect the dignity of individuals with a disability, meet individual needs, maintain confidentiality whenever possible, and promote integration and full participation;

4.1.3 participation in University and Student governance through the Brock

University Students' Union, and the Graduate Students' Association;

4.1.4 peaceful assemblies, demonstrations and lawful picketing allowed within established laws, to the extent that they do not interfere with the rights and privileges of others, or with the normal functions of the University;

4.1.5 privacy as afforded by the Freedom of Information and Protection of Privacy Act (FIPPA);

4.1.6 participate in Student Organizations, clubs, sports and other activities without harassment, discrimination, disruption, or acts of violence;

4.1.7 access buildings and facilities as governed by regulations that are necessary for the safety and security of members of the Brock Community. The University accepts the obligation to provide adequate access to persons with Disabilities; and,

4.1.8 procedural fairness in the investigation and adjudication process as it relates to the Code. These include, but are not limited to, the right to:

(a) a fair process, including being made aware of and given an opportunity to respond to information germane to the investigation;

(b) an impartial appeal; and,

(c) have an advisor and/or support person of their choice present at any stage of the process

SEXUAL ASSAULT AND HARASSMENT

Sexual Violence is a spectrum of non-consensual sexual contact and behaviour which includes sexual assault, sexual harassment, stalking, sexual exploitation, indecent exposure, and voyeurism.

Brock Community Members and Visitors have the right to:

(i) A campus environment that does not condone, tolerate, or ignore Sexual Violence,

(ii) Have access to supports, services, and appropriate accommodation if they are affected by Sexual Violence; and,

(iii) Have an incident of Sexual Violence addressed in a manner that is appropriate in the circumstances.

Definitions:

Consent: an active, affirmative, conscious, direct, unimpaired, and voluntary agreement to engage and continue to engage in sexual activity.

Sexual Assault: direct or indirect application of force of a sexual nature, without the subjective consent of the Survivor, and in circumstances where the accused knowingly engaged in the non-consensual contact, or did so recklessly or being willfully ignorant to the Survivor's wishes.

Sexual Coercion: is the act of using subtle pressure, drugs, alcohol, or force to have sexual contact with someone against their will. Sexual coercion is ongoing attempts to have sexual contact of some kind with another person who has already expressed that they do not want to have sexual contact.

Sexual Harassment:

(a) engaging in a course of vexatious comment or conduct against an other because of sex, sexual orientation, gender identity, or gender



expression, where the course of comment or conduct is known or ought reasonably to be known to be unwelcome;

(b) making a sexual solicitation or advance where the person making the solicitation or advance is in a position of power and the person knows or ought reasonably to know that the solicitation or advance is unwelcome; or,

(c) engaging in comment or conduct that creates a hostile or poisoned environment to persons of a specific sex, sexual orientation, gender identity, or gender expression.

Sexual Violence: any sexual act or act targeting a person's sexuality, whether the act is physical or psychological in nature, that is committed, threatened or attempted against a person without the person's consent, and includes sexual assault, sexual harassment, stalking, indecent exposure, voyeurism, and sexual exploitation.

The University has an obligation to:

- (i)** Foster an environment that is free of Sexual Violence,
- (ii)** Engage with Brock Community Members to establish mechanisms to prevent and respond to Sexual Violence,
- (iii)** Respond appropriately to disclosures of Sexual Violence,
- (iv)** Provide access to supports, services, and appropriate accommodation to Brock Community Members who are affected by Sexual Violence,
- (v)** Take reasonable steps to maintain confidentiality of personal information received in relation to the Procedures under this Policy,
- (vi)** Take reasonable steps to protect Brock Community Members and Visitors where there is a serious risk to their safety,
- (vii)** Make training available for Brock Community Members on Sexual Violence prevention and response.

REFERENCES

Employment Standards Act, 2000 (ESA)
Employment Protection for Foreign Nationals Act, 2009
Residential Tenancies Act, 2006
Ontario Human Rights Code
Brock University Student Code of Conduct
Brock University Freedom of Expression Policy



RESOURCES ON CAMPUS

Brock University Students' Union Academic Assistance

Ombudsperson services provides guidance with academic issues.
(905) 688-5550 x3568 | brockbusu.ca/services/ombudsperson/

Campus Security Services

Reporting of incidents of sexual violence, safety planning, crisis intervention.

24-Hr Emergency: (905) 688-5550 x3200

Main campus: (905) 688-5550 x4300

Marilyn Walker School: (905) 688-5550 x6300

Hamilton Campus: (905) 688-5550 x3623

security@brocku.ca | brocku.ca/campus-security

Student Health Services

Physical, mental, and sexual health services.

(905) 688-5550 x3243 | brocku.ca/health-services

Office of Human Rights and Equity Services

Assists with reporting of incidents of sexual violence, helps survivors access accommodations and supports, training and education, investigates breaches of the Sexual Violence Policy.

(905)688-5550 x4859 | humanrights@brocku.ca | brocku.ca/human-rights



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